THE A. P. AGAINST THE U. P.

A REMARKABLE CASE BEFORE A DISTRICT OF COLUMBIA COURT.

A Sait to Rojoin the Washington News Pubhabing Company from Receiving and the Volted Press from Furnishing the News Reports of the United Press-The Dr. oudest Sets Forth in Its Answer that te Q-it the Associated Press Partly Breame of Its Had Patth and Partly Recause Ira News was Often Unantinfactory. Misleading, Flettilous, and Unreliable,

WARRINGTON, May 20,-The Supreme Court of the District of Columbia, sitting in equity to day, Judge Cox presiding, was enlivened by a preliminary hearing in a remarkable case. The Weste n Press Association, suing as the "Associated Press," a body corporate by virtue of the laws of the State of Illinois, asked a writ of injunction against the "Washington Ners Publishing Company" and the United Press, to restrain the Washington News from receiving and the United Press from furnishing the news reports of the United Press. THE PLAINTIFF'S CHARGES.

The petition of the complaining company set forth that on Sept. 11 last the publishers of the Washington News, then known as the Frening Ners, entered into an agreement with them to receive the day news reports of the "Associated Press" for a period of five years, at the rate of \$200 per week, and that the Avening News agreed not to furnish its special or other ners to, or to receive news from, any other person or corporation declared by the directors atha Associated Press to be antagonistic to that organization. A codicil was appended to this agreement on March 11, reducing the weekly assessment to be paid by the News one-half. namely, from \$200 to \$100. The complaining erperation averred that on April 30, 1894, the Washington Netes, in an editorial, which they quoted in their bill, made the "gratifying announcement" that it had "come into full and permanent membership" with the United Press, "the great news-gathering association" which furnished "the superb news service relied upon by the great newspapers of the Atlantic, Middle, and Southern States," and which was "equipped as no other similar orranization" was for serving satisfactorily such newspapers.

a The complaining association asserted that as soon as they learned of this announcement ther, on May 2, notified the Washington News that the United Press had been declared by the Board of Directors of the Associated Press "antagonistic" to the complaining association. They therefore notified the Washington News that it should not thereafter receive news from the United Press nor furnish to the United Press its special or other news, but the complaining company declare that when they served this notice on the general manager of the Washington News he replied: "Well, we snall continue to receive the United Press report until we are stopped by some legal procesa" Whereupon the complaining company aver "that no pecuniary damages are adequate to compensate it for the loss and damage resulting to it from the aforesaid continuing breaches of contract by the defendant." Then followed this extraordinary allegation:

"The United Press is daily, as the plaintiff is informed and believes and so charges, except Sunday before publication supplied by the defendant, the Washington News Publishing Company, with all of the latter's local and suburban and special despatches, which by belong exclusively to the plaintiff; that a sec such consequences is that the defendant, the United Press, is daily, as the plaintiff is informed and believes and so charges, exespt Sunday, before publication supplied by the defendant, the Washington News Publishing Company, with all the reports procured and furnished at great expense by the plaintiff to all of its members, including the said last-

This peculiarly unverselous "except Sun dar" statement furnished material for exseedingly pointed replies by both defendants The wall of the complaining company closed by asking thee ourt to grant unto the plaintiff the United States writ of injunction" enjoining the defendant, the Washington News Pub-lishing Company, from "confederating" with the United Press, and enjoining the United Press from receiving from the Washington News any local, suburban, or special despatches, and all of the news furnished said Washington News by the Associated Press. iving any news from the United Press.

THE REPLIES OF THE DEFENDANTS.

The answers of the defendants were decidmitted the allegations of the plaintiff that it and the News Company were both bodies corporate, but asserted that the Associated Press had been in existence little more than one year, and that as the News had never been either a stockholder or a member of the complaining corporation, it was "unable either to admit or deny the allegations concerning its methods of conducting its business, and calls for strict proof, therefore, in so far as may be material." It added that "from its observavation of and experience with said methods it denies that the interests of the pubat large are promoted substantially or otherwise thereby." It said the contract it entered into with the complaining corporation was on a printed orm, and was entered into without reference in the negotiations on either side to any bylaws prohibiting the receiving of nows from any antagonistic association, and no copy of ar such by-laws was exhibited to or seen by said defendant. Then, as disclosing the animus of the suit, the answer proceeded as fol-

Allage Practics Upon an Unsuspecting customer.

"Further answering the seventh paragraph of the bill, this defendant shows to the court that, at the time of the negotiation between the complainant company and this de-fendant which culminated in said contract, and at the time of the execution of said contract, the Evening Star, which was the only competing or other evening newspaper published in the city of Washington, was deriving is general news service from the defendant, the United Press, under a contract therewith substantially similar to the contract set forth in paragraph eight, except that, under said contract, the Evening Star had the exclusive news service of the United Press for the after-ages despatches of said United Press;

been service of the United Press for the afterbood despatches of said United Press;
that the usual or customary contract between news associations like the complainant
and news associations like the complainant
and newspapers provides for such exclusive
right to the news service of the association
contracted with that this defendant, accordtegly, insisted upon such exclusive franchise
as condition of the entering info any contract or
afrangement with it, and was induced to waive
or abandon such condition only upon the express promise and assurance of the complainant company that, under its scheme or mathod
of operations, such exclusive franchise or
privilege would not be granted to any afterneon newspaper in the city of Washingten in reliance upon which promise
and assurance this defendant accepted
the contract, and without which assurance
this defendant would not have necepted or so
much as considered the same. Subsequently
to the succution of the said contract, and witheat notice to this defendant, the complaining
company did give to its said compating newspaper namer. A Election say a contract
for the actuality use of its afternoon service,
applied to the five years contract reviously
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HARE WAS A CHESERVE PROPOSITION!

stans was a contrared Proposition of its successful and assurances to this desirability and assurance of its desirability and a standard at the efficient of this desirability and a standard and the first should be enduced in such manner as should be enduced in such manner as should be successful to the Meximy Nor, there is to contract for further news service from the sale lated Press after the explication of the sale fixed and televise, and therefore avera that the bad faith of the companional company, to its said

violation of its said assurances and under-takings as hereintelors set forth, precludes it from any standing in a court of equity in spe-ning performance of its said contract, even if its said contract were one in other respects of such a character as to call for the aid of this ('ourt in enforcing specific performance thereof."

THE "ASSOCIATED PRESS'S" NEWS UNSATISFAC-Answering the tenth parsgraph of the bill, the News alleged that "in part because of the ball stath and violated undertakings of the complainant as is set forth in the seventh paragraph hereof, partly to enable this defendant to publish an independent newspaper not subject to the domination or control of any competing or rival publication in the city of Washington, partly for the purpose of preserving its existence, after the end of the five-year term provided in said contract, at the end of which time, as above shown, the complainant company has placed it in the power of the Account Nor to exclude it from the news service of said complainant, and partly because of the inadequate and unsatisfactory character of the news service of the complainant company as developed and manifested by the experience of this defendant with said news service subsequently to the making of said contract, this defendant did enter into an arrangement with the defendant. The United Press, under which the news available for the news columns of this defendant, the United Press, under which the makes available for the news columns of this defendant apaper, enabling it to furnish to its subscribers and to the public all the news items current, without restriction to auch items as the complainant company might see the insulation.

DESIDES, THEY DIDN'T GET IT AROUND WHEN THEY HAD IT.

HESTIDES, THEY DIDN'T GET IT AROUND WHEN THEY HAD IT.

Referring further to the inadequacy and unsatisfactory engracies of the news service of the complainant company, this defendant shows to the court that said complainant company has its headquarters in the city of Chicago, at which place its news service is directed; that, instead of transmitting its news items direct from things to the office of this defendant, it transmits the same to the city of New York, from which point it must again be transmitted to the office of this defendant; that, by reason of this circuitous method of distribution, or of the insufficiency of administration, or from both causes together, it has repeatedly and constantly occurred that many interesting and important news items which appeared in the atternoon newspapers of New York, and which should have been received by this defendant in time to be published in its news columns, have reached its office too late for publication in its newshop, and have as ordingly been valueless to it, having been published in the morning papers of the succeeding day, so that its publication in this defendant's newspaper in the afternoon of such succeeding day would have been simply the publication of stale news.

ALSO, IT WAS OFTEN "MISLEADING, FICTITIOUS, AND UNRELIABLE."

AND UNDELIABLE."

Coming down to particulars as to the character of the service of the Associated Fross, the News made this report.

This defendant further shows to the Court that the news service formished by the commission of the this defendant was further unsatisfactory, in that the sance has proven on repeated occasions, misleading and fletitious and unreliable. In repeated instances said complainant has furnished to this defendant items purporting to be cable despatches received by it, and accordingly published assuch in its defendant's said newspaper, which items afterward proved to be wholly unfounded, and were openly and publicly characted by other newspapers never to have come over the cable at all, but to have been manufactured in this country, which charges the complainant has wholly failed to meet by production of its alleged cable despatches of by any other proof whatsoever, all of which facts and circumstances have been and are injurious and hurful to said defendant and destructive of its beat interests."

ful to said defendant and destructive of its best interests. The answer of the News proceeded to say:

"Whether the acts of the defendant as charged in the bill are violations of the contract therein referred to, and if so, whether they are not justified by the facts hereinbefore alleged, and whether, if they are violations, they are such violations as entitled the complainant to the extraordinary and discretionary remedy invoked in and by this suit, are questions of law which this defendant is not required to make answer to otherwise than is herein set forth, and which it very cheerfully submits to the consideration and determination of the Court."

And there the matter was left, so far as the

tion of the Court."

And there the matter was left, so far as the News was concerned, with an intimation that if the complaining association had suffered any wrong it had its remedy in the courts of law, and that it was not entitled to the extraordinary and discretionary remedies of a court in equity for the specific performance of a contract obtained in the manner hereinbefore set forth, not observed in good faith by itself, and the specific performance of which contract would be in violation of the interests of the public and of sound policy.

would be in violation of the interests of the public and of sound policy.

A FEW FALSEHOODS REFUTED BY THE UNITED PARSS.

The answer filed by Mr. Walter P. Phillips, secretary and general manager, on behalf of the United Press, was more brief but equally pertinent. It asserted that the United Press was advised by counsel, and therefore avera that the said complainant has no right to enter into contract with any person or corporation by which the right of this defendant to use the newspapers of the country, including the said washington News, for the dissemination of news collected by it in the conduct of its business shall be limited or abridged. And further, that "any scheme, contract, or policy that tends to defeat or restrict such dissemination is against public policy and void." The defendant explicitly denied that it received from the said Washington News Publishing Company by the complainant, the said Associated Press." It further said that "while it received proof slips of news 'hat was socianeous in its origin, collected by the reporters of the Washington News, it had not used the same until after the publication in the said Washington News, it had not used the same until after the publication in the said Washington News, it had not used the same until after the publication in the said Washington News."

after the publication in the said Washington Nets.

It was shown by affidavit of H. Conquest Clarke, Washington news editor of the United Press, that at no time had any general despatches such as might have been furnished by the Associated Press, been transmitted to the United Press in the Nets's proofs, and that, in point of fact, only two items had sever been used from such proofs, both of them local in character, one of them with credit to the Nets, and neither of them used until after 7 P. M., when the Nets had been on sale in the streets for over three hours, and its contents had become public property.

The United Press closed its reply by saying:

"That this defendant is engaged in a lawful business of great importance to the public, has no contract relations whatever with the said plaintiff, and has the right, in the conduct and management of its business to make saie of the news collected by it to whomsoever it will, and that the power of the sour cannot, under the facts alleged in the said bill, be used for the purpose of restraining it in the lawful transaction of its said business; and having fully answered, prays that the said rule used against it may be discharged with costs."

ARGUMENTS OF COUNSEL.

against it may be discharged with costs."

ARGUMENTS OF COUNSEL.

Distinguished counsel appeared on behalf of all three of the parties to the suit. The Western Associated Fress was represented by Mr. Ross Ferry, the News by Mr. Darlington, and the United Fress by the veieran counsellor, ex-Judge Shellabarger. Mr. Ross Ferry closed an able argument by placing before the court the suggestion that if the five-year contract entered into by the News could not be enforced the ninety-year contract and all other similar contracts entered into by the Associated Fress were equally invalid and incapable of enforcement. He said:

"If it be in the power of any one of the members of this association or of any one of those who, like this defendant, have contracted with it by a violation of its solemn pledge to put at deflance by its by-laws and the solemn obligation of contract it has entered into, why, then, your lioner sees that a situation will result as to every one of such contracts such as has resulted in this case that every newspaper violating that contract will have as a raward for its broken faith the privilege and right and benefit which the Washington News amounces it intends to have of getting the news furnished by the Associated Fress, and also of getting the benefit of the news furnished by the Associated Fress, and also of getting the benefit of the news furnished by the United Fress or by any number of other rival news associations, while members of the Associated Fress who are observing their contracts with that association will be put at the disadvantage of being advertised as having only one source of news, while those violating its contract can have the advantage of deriving their news from any source they please.

Dr. Darlington for the Washington News

violating its contract can have the advantage of deriving their news from any source they please.

Dr. Darlington for the Washington News made four points against the petition of the Wastern press:

1. That it disclosed no case calling for the exercise of the discretionary equity jurisdiction of the Court.

2. That there was no equality or mutuality in the contract. The complainant was to furnish such news as it chose, without any obligation as to quantity or quality.

3. That if by any implication the plaintiff was bound to a faithful and full performance of this contract the record showed a failure to satisfactorily perform it.

4. That the contract was obtained by fraudulent and false representations.

He said that the arguments of counsel for the other side had centred around two cases only, that of flarbour against Brand, where the plaintiff had an exclusive right to a supply of asphalt, and the delendant undertook to supply that asphalt to ther parties; the other the case of Lamier against Gyo, where an opera contractor had engaged the services of an operatic singer and the rival opera house sought to deprive him of the attraction. He pointed out the centre dissimilarity of the principles involved in those two cases with those involved in the present suit.

Judge Cox several times interpreted remarks of a significant character, one of them being that it seemed to him that the gravamen of he complaint was that the Washington Amera by taking the services of the United Freez, was furnishing a more attractive paper than the paper swhich received only the news furnished by the Associated Freez.

At the close of Mr. Darilington's argument the court continued the case until Monday increasing, when Judge Sheilaberger will be heard on tenall of the United Freez.

THE BRIBERY COMMITTEE STUDYING PRECEDENTS TO APPLY TO

THE RECALCITEANT WITNESSES.

Summosing the Newspaper Men Who Betune to Answer B-fore the Har of the Scente-Bourke Corkran's Best il. WASHINGTON, May 26.-The Senate committoe charged with the duty of investigating the transactions of the Sugar Trust and others who are alleged to have influenced regislation, spent its time to-day in studying the prece dents found in previous investigations in the hope of gathering some information that will enable it to force the recalcitant witnesses fore them into testifying to the facts they want and giving out the names they have so far withheld. There is a disposition on the part of the committee to doal summarily with these witnesses, and it is more than likely that they will report to the Senate on Monday in favor of summoning these witnesses before the bar of the Senate and having the Vice-President ask the questions to which the committee has failed to receive a satisfactory reply. Upon their refusal to raply under such conditions, the committee will ask that they be apprehended as prisoners of the Senate and placed in charge purged themselves of the contempt in which the committee claims they have placed them-

There are several precedents before the committee, one of them going back as far as the time when the Walker Teriff act was passed, when the charge was made that English money was used in securing the passage of that bill. This charge was investigated. Then came the case of Hallett Kilbourne, who refused to show certain books. The committee say, however, that there is nothing in the present case similar to Mr. Kilbourne's case. and that the conditions are entirely different. inasmuch as that case had no bearing upon the personal conduct of members of Congress in connection with legislation. It is said that the majority of the committee believe that the newspaper men who have made spe the statements can be and will be compelled

constatements can be and will be compelled to talk and give the names of their informants. The whote question was gone over at the resulting of the committee to-day, and the result will be made known officially when the Senate convenes on Monday.

In the Senate this morning, Mr. Gray, Chairman of the Committee, offered a resolution, which was referred to the Committee on Contingent Expenses, authorizing the Bribery Select Committee to employ a clork, at such a compensation as the committee may fix, and have printed for its use such matter as it may deem proper.

compensation as the committee may fly, and have printed for its use such matter as it may deem proper.

Major Buttz, who was the central figure in the bribery phase of the subject under investigation by this committee, was at the Capitol early this morning after a copy of the printed testimony. He says that he was not permitted to read his testimony after the notes had been transcribed, and since reading it in the committee room he finds that he has been misquoted in a number of cases, and that the change in the language puts a very different construction upon what he meant to say. The sienographer who is doing the work for the committee is one of the best in Washington, an expert of many years' practice, and the committee say it has the utmost confidence in the accuracy of his notes.

Representative Bourke Cockran of New York to-day made a sweeping denial of Mr. Walker's statements before the committee, as published yesterday. He said that he never made such a statement as that attributed to him by Mr. Walker, or said anything that sounded in any way like it. He asserted that he never told Mr. Walker, or said anything that sounded in any way like it. He asserted that he never told Mr. Walker, that any person high in Democratic authority had informed him Mr. Cockman that the Sugar Trust had made a subscription to the Democratic campaign fund. He said that the does not know it now. He added, in conclusion, that he was not the attorney for the Sugar Trust and never had been.

WILL SHE BEAT THE COLUMBIA? The Second of Our Fast 7.350-tonners Ready to Show Her Speed,

WASHINGTON, May 26 .- On the heels of the final service trial of the crack protected cruiser Columbia comes the announcement that the Cramps have ready for her preliminary test, which will take place within a few days, he sister ship, the Minneapolis,

Splendid as has been the success of the great racer, which used to be known among the people as "The Pirate," there are good grounds for believing that she will be surgeneral model but with a few improvements suggested by experience.

Of the changes the one most casily visible is, of course, in the number of smokestacks: but there are other points in which the Minneapolis should gain an advantage over her sising surface for her bollers, amounting to nearty 50,000 square feet, the official figures hearty 50,000 square feet, the official figures being 49,248. This is about one-seventh greater than that of the Columbia. With this she has the great engine power of her preducessor, and little doubt is felt that she will oxceed twenty-three knots on her efficial trial. In addition there are various minor improvements which need not be specially described. She is to have a total coal-bunker capacity of 2.240 tons. Secretary Tracy once declared of her and her mate that "with a maximum speed of twenty-two knots an hour and a sustained sea speed of twenty-one knots they can safely be counted on in any ordinary sea to overtake any commerce destroyer, any commerce protector, or any mercantile vessel now affoat, while their ability to cruise for great distances without recoaling makes them a pecularly important addition to a navy destitute of coaling stations abroad." We have seen however, that the Columbia's speed exceeds by four-fifths of a knot the maximum thus assigned her, and that the Minneapolis will probably exceed it by more than a knot so that the comments thus made have still greater force. The question how the Minneapolis and Columbia would fare in chasing the fast Atlantic liners has given rise to a variety of opinions. Of course the great advantage which the latter would have over the cruisers in a long race comes from their superior length. But it is believed that the triple-screw system of the Minneapolis and Columbia will be an offset for this. The former chief constructor of our navy, Mr. Wilson, thus discussed this point in one of his reports: "In the liners comparatively slow-moving machinery is fitted, these in turn require propellers of large diameter; to obtain the necessary clearance from the hull these screws much be brought out and upward, bringing them near the load line; consequence the diameter of the screws is largely reduced; giving them good immersion especially to the central screw, which will be immersed in almost all conditions. This would tell greatly in a chase after a liner whos being 49,248. This is about one-seventh greater than that of the Columbia. With

THE STATE BANK TAX.

A Whole Day Devoted to the Discussion of the Repeal Bill in the House. Washington, May 26.—The bill remitting the 10 per cent tax on State bank notes and cortificates issued during the Spancial crisis of

last year was again under consideration in the

House to-day, and the discussion occupied the entire session. Mr. Springer of Illinois made long speech against Mr. Enloe's amendment repealing the 10 per cent tax on all State bank circulation, which, he said, brought up the whole subject of the circulating medium of the country, and involved a choice between a return to the policy of Mate bank circulation or the continued maintenance of a national or the continued maintenance of a national currency.

If Grow (Rep., Pa.) said that if we should go back to the old system the best of us who handle money could not tell a good back mote from a counterfeit. One State bank could not be compelled to take the notes of another State bank. The first crisis that came in the State bank system would overwhelm its profits. Why go back? Why attempt the old system? Why go back in favor of unconditional repeat. The Government should sold locus from the banks. Let it coin gold and allver: that was its duty to the people. Mr. Lawson said that private banking corporations were sounder to day than national banks. State banks were Democratic and useful, and this was shown by the declaration of the Democratic party in its national platform. At the conclusion of Mr. Lawson's appears the committee rose and the House adjourned until Bessas.

LIVE WASHINGTON TOPICS. Mrs, Clevrland and Her Children Return to

WARHINGTON, May 2%-Mrs. Cleveland and her children reached the White House shortly before noen to-day. They were expected much earlier, but the recent floods had caused a delay, and the arrival in Washington was more than an hour late. The President denied himself to all callers this morning, and soon after the carriage was sent to the depot to meet his family he came down stairs and awaited their appearance in the red parlor at the en-trance to the building. As soon as the carrings appeared he hurrled out, and while the maids were taking care of the babies Mrs. Cleveland leaped nimbly from the vehicle and, running quickly into the corridor, embraced him affectionately. The President then turned to his children and gave Buth, now no longer "Little Buth," but a demure little maiden, speaking three languages, and "Baby Esther." who has now herself al-most passed out of the baby stage of existence, a genuine fatherly welcome. The whole day was given up to the family reunion. Although there were many pressing matters of public business elamoring for attention, the President did not return to his office during the rest of the afternoon, and the numerous callers, among them Sepators, Representatives, and high officials, were informed by Private Secretary Thurber that the President would see no one. Later in the afternoon Mr. and Mrs. Cleveland took a fong drive out to their country place, What President and Mrs. Cleveland's plans will be for the summer is a matter not yet determined definitely. If present indications of the utter collapse of the Coxey tramp nuisanes continue, the President and his family will propably occupy their presty suburban home at Woodley till the adjournment of Congress enables them to go together to Gray Gables, Mass. for the hot months of August and September. day was given up to the family reunion. Al-

Edward Keys of Paterson, N. J., has been appointed inspector, weigher, and measurer of wood and coal for the interior Department in the place of James C. Laonari of Newark, N. J., resigned. The fees of the office amount to about \$1,200 a year.

The total number of fourth-class Postmasters appointed to-day was thirty-one, of which twenty-four were to fill vacancies caused by resignations and deaths. Among the appointments were the following:

Unnectical-Morris W. W. Perkins, vice D. R. Randal, resigned.

New York—Clayville, Richard Hardy, vice J. M. Alfold, resigned; Deerfield, C. H. Kasenn, vice H. W. Kasen, resigned; Deerfield, C. H. Kasenn, vice H. W. Kasen, resigned; Joy, Harry Meislinger, vice A. F. Andrews, removed; Nouth Agianchin, Sixani L. Corbin, vice Norman billings, resigned; Poston, J. C. Nelson, vice C. D. Patrick, removed.

New Jersey—Fellowship, William Carr, vice Eliza K. Lake, removed.

The New York Law Against Children Dane

WASHINGTON, May 201-The State law under which the Gerry Society for the Prevention of Cruelty to Children in New York prosecutes some of its most noted cases will come before the Supreme Court of the United States for the Supreme Court of the United States for decision upon a writ of error allowed to-day by Justice Brewer to the New York Court of Appeals. Charlotte Ewer, as the parent and guardian of "Regaloncits," otherwise known as Mildred Ewer, anged 7 years, was fined by a police magistrate in New York sity for permitting the child to appear in public as a dancer. The Supreme Court of New York and the New York tourt of Appeals declined to afford her any relief, and her application for release on a writ of habeas corpus was brought to the Supreme Court by her attorneys.

Two New York Appointments, Washington, May 2%—Secretary Carlisle to-day appointed John E. Gunn Assistant Inspec-tor of Steam Vessois at New York city, and W. B. Estel of New York an immigrant inspector.

Justice Lippincott yesterday assigned Lawers Norman C. Rows and Max Salinger to defend Bernhardt Altenberger, the murderer

of Katle Rupp. A tall, good looking, anwell-dressed young woman called at the well-dressed young woman called at the county inil in Jersey City yesterday and said she thought she could identify Altenberger. She said she was employed in a steamship office in this city, and that on the Monday after the murder a young man called at the office and wanted to buy a ticket to China. The young woman refused to give her name, Warden Mitchell questioned her closely, and, becoming convinced that she was cither a crank or was actuated by ourlosity, refused to let her see him.

Whiteway Tries Bolldezing,

Sr. John's, N. F., May 26,-The Whiteway party are trying to coerce Gov. O'Brien to recall them to form a Ministry. The Telegran the Whiteway organ, demands that the British Government remove the Governor from office unless he complies with their demands. It unless he complies with their demands. It charges him with subverting all the principles of responsible government, and urges that public meetings be held and petitions and resolutions he drawn up to enforce the demand for his recall. The Telegram also charges that Justice Winter is an offensive partisan, that his usefulness is gone as an impartial Judge, and that he should be removed from office. Cases of such removal in former years are cited.

Business Rotices.

Removal Notice. DR. J PARKER PRAY HAS OPENED HIS NEW Chiropodial and Manicure pariors at 10 and 12 EAST 230 ST. overlooking Madicon Square Park, 4 doors from Harthodil Hotel. Emisrged and superior conven-ences, sisvator, 4c. Reasonable charges. Estab. 1868.

No hoffet should be without a hottle of

MARRIED. K EOGH-EMMET,-On Saturday, May 26, at New Rochelle, Katharine Temple, daughter of Richard S

DIED.

ALLEN.-On Saturday morning, May 26, Prof. Jerome Allen, aged 63. Services at his late residence, 308 McDonouch at Brooklyn, on Sunday at 3 o'clock. Interment at

AMEY .- On May 25, Honoria Moclair, wife of Henry Relatives and friends are requested to attend her funeral from her late residence, 458 West 151st st., on Monday, 28th inst. at 1:39 P. M. Interment at

BUBBARD, -Suddenly, May 24, at Maione, N. Y., Eunice, wife of Charles L. Hubbard, JOHNSON, -On the 25th inst, after a short illness, Isabella Johnson,

Funeral services at her sister's residence, 284 9th av., on Monday, May 28, at 1 o'clock. Interment at McCARTY .- At Bridgeport, Conn., on May 25, 1894

Andrew McCarty, son of the late John McCarty of Fairfield, Conn. aged 44 years. Friends are invited to attend the funeral from his late residence, 250 Park av., on Monday, May 28, at 10 o'clock A. M., and thence to the Church of the Sacred Heart, where a high mass of requiem will

be offered at 10:30 A. M. NEW LANDS, -At West Farms, New York city, on Friday, Nay 25, Mary, wife of John Newlands, in her 66th year. lielatives and friends are invited to attend the fu-

neral on Monday, Nay 28, at 10 o'clock, from her late residence, 1,273 clover at Edinburgh and Leith, Scotland, capere please copy. WILSON .- On Saturday morning, May 26, A. S. Wilson, in his 324 year. Funeral services will be held at his late rasidence, on the Seperan road, Tarrytown, N. Y., on Tuesday,

May 29, at 11 A. M. WOUNG, Suddenly, on May 24, 1894, Thomas A. Young aged 51 years. Functal services at his late residence, 31 West Prith st., on Sunday, May 27, 1884, at 4 o'clock P. M. Interment at Norfolk, Va. Norfolk and Phila-

A -RENRICO CEMETERY, Harism Rathroad, 48 A minutes from Grand Central Depot: new private station at entrance. Office, 16 East 426 at. Telephone call, 500 Brits. FRIENDS OF CREMATION may without permit visit the Marbie Columnarium at Fresh Fond, opposite Lutheran taucters, any afternoon, sundays include Full information at Cremation Office, 02 East Houston 5., New York.

Special Motices.

YOU MUST MAYE VALENT for semething nabulity our head and face to the impection of expect Phrenological. If East like is FOULER'S WILLE CO. See Farenelogical Journal for June 15c. A - A - Wire Streems, Fixtures, and Screen Donny by the 1,000 or single one. Warranted by & Koebuck 172 Futton at. Established 16 years. Estimates given

Meligious Notices. PIRITUALINE -108 Wass 43d st.; J. W. FLETCHES isciture and tests; Sunday and Thursday, 8 o'clock

B. Altmona Co.

OFFER BALANCE OF SEASON'S IMPORTED NOVELTIÉS -Colored Dress Goods.

90°. Original prices \$1.65 1.75 yd.

Also

2,500 yds. of 45-inch

Corded Suitings,

58° yd. formerly \$1.25.

(Popular Street Shades,)

18th St., 19th St. and Sixth Ave.

Furniture.

When Ready to Buy,

Remember that the most comprehensive assortment of Reliable and Fashionable Furniture for town, country, and seaside houses is to be found at our establishment.

NOTICE.-Having decided to add two stories to our building the coming summer, we have made important reductions on all lines in order to reduce stock. Unusual values are now being offered in con-

R. J. Horner & Co.,

61-65 West 23d Street (Adjoining Eden Musse).

GRATEFUL-COMFORTING.

BREAKFAST-SUPPER.

govers the operations of describes and nutrition and practical application of the sine properties of well-sciented Cocon Mr. Eppa has provided for our breakfast and suppare a describely flavored heaverse, whice may save us many heavy doctors bills. It is by the judicious use of such articles of dat that a constitution was be gradually hold up until strang enough to resist dies are floating edisease. Hondreds of subtle main dies are floating edisease. Hondreds of subtle main dies are floating edisease. Hondreds of subtle main there is a weak policial articles of a track whereaver there is a weak policial and the property of the subtle main about by hereing correlies all sease many a fast and it by hereing correlies all sease of the property of the subtle was a subtle for a subtle many of the subtle was a subtle wa

MARINE INTELLIGENCE.

MINIATURE ALMANAC-THIS DAY. Sun rises.... 4 36 | Sun sets.... 7 20 | Moon rises.12 45 nick warts—riss bay. Sandy Hook.12 05 | Gov. Island.12 27 | Hell Gate... 216

Arrived-Sarusnar, May 26.

Sa New York, Jamieson Southampton, Sa Grimm, Krech, Hamburg, Sa Grimm, Krech, Hamburg, Sa Grimm, Krech, Hamburg, Sa Fhosphor, Conier, Liverpool, Sa Martello, Rea, Huil, Sa Schleswy, Hackbarth, Haracoa, Sa Caracas, Wuodrics, La Guayra, Sa Ardangorm, Ciyde, Cienfuscoa, Barz Verina, Anistrom, Nanta Cruz, Hark Thos Broots, McColl, Junatanama, Bark Levi S. Andrews, Wheeler, S. Jaga.

|For inter arrivals see First Page.] Sa American, from New York, at Rotterdam, is Loc's Marce, from New York, at Rotterdam, is Beacon Light, from New York, at Bremen, is Fuerat Biamarck, from New York, at Hamburg, is Clement, From New York, at Para, Swaveriey, from New York, at Cape Town.

Se Lock Lamend, from Rotterdam for New York, of

the Lizard.
Sa Neustria, from New York for Marseilles, passed SAILED PROM PORCHES PORTS

Sa Paris, from Southampton for New York, Sa Noordland, from Antwerp for New York, Sa Noordland, from Antwerp for New York, Sa Cisha, Martel, from Harre for New York, Sa Cisha, Martel, from Harre for New York, Sa Cisha, Chaffernia, from Harre for New York, Sa La Champagne, from Harre for New York, Sa La Champagne, from Harre for New York, SAILED PROM DONESTIC PORES. Se El Sol, from New Orleans for New York. Se Guyandotte, from West Point, Va., for New York.

OUTGOING STRAMSHIPS.

Sail Tomorrow. Mails Com. Sail Purelcy, May 29 Havel, Bremen 9:00 a. M. Nacocches, Savaquab London Havre Gibraltar London

Das Mondon, May 28, Liverpool
Havana
Port Limon
New Orleans
Cardensa Dus Wednesday, May 5th Havana. Dut Thursley, May \$1. Colou. Aniwerp. Persambno

Jersey City is without a Board of Street and Water Commissioners. The old Board went out of existence at 3 o'clock on Friday after-Bew Rublications.

Universality acknowledged Fratteneries the most marvalous books in ansaria the based and point five fispublicans, but he said restraint the first marvalous books in ansaria the based over Gov. Werts's veto, was filed in the office of the becretary of State. Hayor Wansar has five days in which to make his appointments. He can appoint five fispublicans, but he said restraints that he would appoint three Rauthlians and two Becretary.

RIDLEYS'

Grand Street, New York.

ENTIRE BLOCK ALLEN TO ORCHARD STREET. Summer Fashions.

SUITS.

Capes, Jackets, WAISTS.

SERGE SUITS.

LADIES' BLAZER COAT, WITH LARGE REVERS, FACED WITH MOIRS, EXCEPTIONAL VALUE.

\$4.98. DUCK AND CAMBRIC SUITS. LADIES', LIGHT AND DARK COLORS, CARE-\$1.50, \$1.75, \$1.98, \$2.48

WHITE DUCK SUITS.

LADIES' FINE IMPORTED, WITH PARABOL COM-PLETS, EXTRA FINE,

\$4.98.

LADIES' WAISTS. LARGEST ASSORTMENT EVER SHOWN.

SATEEN, LAWN, CHAMBRAY, CAMBRIC, AND SILE, 29c. to \$3.98.

COVERT CLOTH SUITS (TAILOB-NADE) FOR MISSES, WITH TUNEDO COAT, FOR AGES 15 TO 10 YEARS, REAL VALUE TEN SEVENTY-PIVE.

\$7.90.

MISSES PRETTY GINGHAM DRESSES, WELL TRIMMED, WITH LANGE SIMEVES AND REVERS.

69c., 98c., \$1.39. WHITE SUITS.

\$1.50, \$2.50, \$3.90. CHILDREN'S AND INFANTS' OUTFITS.

CHILDREN'S SHORT COATS.

UNUSUAL BARGAIN, MADE OF ALL-WOOL TRICOT, WITH LARME PUFF SLEEVES AND RUF-FLE OF SPANISH LACE ON CULLAD: TAN RED, AND NAVY BLUE: ALL NEW GOODS THIS SEASON: FOR AGES 1 TO 4 YEARS; EACH \$2,49.

SHORT WHITE DRESSES. EXTRA FINE LOT OF CHILDREN'S, MADE OF

NAINSONE, CAMBRIC, AND LAWN, WITH HAND-SOMELY EMERGIDERED SKIRT AND RUFFLE, RE-DUCED FROM \$2.98 TO

\$1.98. DRESS GOODS.

SIX HUNDRED PIECES FINE FAST BLACK CHINA SILK DESIGNS, COST ELEVEN CENTS TO MAKE REGULAR PRICE PIFTEEN CENTS, AS A SPECIAL AND UNUSUAL BARGAIN,

4.c. yard. FRENCH SATEENS.

LOT OF VINE PIGURED. IN EXCELLENT DESIGNS

Now 19c. yard.

French Chip Flats,

FOR LADIES AND MISSES; WERE ONE DOLLAR

37c.

SAILOR HATS.

A purchase in our Hat Department means a Saving of about 33 1-3 per cent.

FLOWERS, FEATHERS.

HANDSOME WERATHS FOR CHILDREN'S HATS, DREAT VARIETY OF STYLES AND GOLORG EACH 5c.,10c.,25c.,38c.

FROSTED QUILLS. WANT THOUSANDS, ALL THE RAGE; OUR PRICES

7c., 10c. each.

FINE COQUE FEATHERS.

SPLENDID VALUE, SPECIAL PURCHASE, MUCH 9c., 11c., 19c., 31c.

MEN'S FURNISHING. UNDERWEAR.

MEN'S " NORMAL," UNDERSHIRTS, BARGAINS, WE'S HALBRIGGAN SHIRTS AND DRAWERS, SPECIAL VALUE, 29. AND 416.

MEN'S PANCY STRIPED MERING SHIRTS AND DRAWERS, WORTH A GREAT DEAL NORE, EACH

HALF HOSE.

MEN'S BLACK COTTON AND GRAY MIXED SEAM-LESS HALF HOST, BARGAIN, PAIR 7c. MEN'S PANCY STRIPED AND MODE COLORS, VERT CHEAP: PAIR loc. MEN'S MODE COLORED AND FAST BLACK HALF HOSE, WUCH BELOW REGULAR PRICES

12 1-2c. and 15c. PERCALE SHIRTS. MEN'S SEMI DIFSS, LAUNDERED, WITH COLLARS

49c., 69c., 98c.

OUTING SHIRTS. MEN'S SOFT FINISHED, BIG BERGAINS. 39c., 50c. each.

"Her Majesty" Corsets. CELEBRATED FOR PERFECTION OF

SHAPE, THIS WELL-KNOWN BRAND WILL BE FITTED TO OUR LADY CUSTOMERS DESIRING IT BY AN EX-PERT FITTER, MISS OLCUIT, WHO WILL HE WITH US TWO WEEKS ONLY, AND WILL DEMONSTRATE

THE EXCELLENT MERITS POSSESSED BY Her Majesty Corsets.

EDW. RIDLEY & SONS, NEW YORK.

YOUR FLAT FURNISHED COMPLETE

OVERSTOCKED WARRROOMS, DUE TO DISAPPOINTMENT IN GETAINING MORE ROOM, MAKES IT

THE 46TH STREET BAUMANN TO SACRIFICE PRICES AND COME TO THE FRONT WITH THIS WONDERPUL KYE OPENER AND WORLD BEATER 1 YOUR PARLOR DINING-ROOM, BEDECOM AND KITCHEN FURNISHED COMPLETE FOR SING PARLOR 25 yards Britanels Carpet, 5 pieces Bug 80-1, Cherry 40x18 Glass,.... DINING-ROOM (tak Sideboard, tak Extension Table, deane-Keat Chairs, 1 Imitation Leather Lounge, 20 yards Brassela Carpel. BEDROOM 2 Jeather Phows, I Worst Wire Spring, 2 Caute-Seat Chairs. \$23.50 KITCHEN 10 yards Officiath, 1 Kitchen Table, 2 Kitchen Chairs, \$10.00

PERMITS TO MAKE STALL PAYMENTS, EITHER WEEKLY, MONTHLY, UNFIL PAID, BAUMANN & 733 to 739 Eighth Ave., Cor. 46th St.

Our Unequalled Credit System.

The Cruiser New York Ordered Home. WASHINGTON, May 26.-This afternoon Acting Secretary McAdoo sent to Bluefloids a despatch ordering Cant. Phillips of the cruiser New York to proceed to New York, and notify-ing Capt. Watson that the San Francisco would be relieved and ordered home as soon as the Atlanta and Marblehead could reach the Mosquito coast.

Cash Not Necessary.

WE WILL SELL YOU ALL YOU MAY REQUIRE ON

SEASICKNESS PREVENTED.

PHYLACTIC) A BOO'S TO MANKIND. OFFICE OF CLUSTY COUNT A CO., 220 Broadway, S. V., Aug. 60, 1892; B. M., A. Ballaid-bear Str. 1 bars crossed the Attaute four times since the Attaute four times since the Attaute four times in a few from scale rathers, witch i Attaute from scale rathers, witch i Attaute free from scat callens, which i accounts to the use of your fibrar in tour previous royages I had been a ways were seek. I wouldn't finck of crossing withouth Yours froly. For anis by all druggists at Eastern stance; clubs. Fries \$1.00.
BURNEYS REMEDIA SEASIGNESS
IT URES CAR ICKNESS
IS ABSOLUTELY HARMLESS.

THE BRUSH CHEMICAL COMPANY. SPANDALCORTLANDT ST.

SEVENTERN-YEAR LOCUSTS. One of the Twee years Broods to this Country Approra on Time. New BRUNSWICK, N. J., May 26.—Seventeen-year locusts, so dreaded by the farmers, have

\$100.00

TOTAL

made their appearance in this vicinity. Frof. John B. Smith, State Entomologist at the New Jersey State Agricultural Station in this city. gives the following facts concerning them:

"The pupa of the periodical cleads makes a hole to the surface of the earth, and then builds a chimne; on top of clay bro.ght from helow. In these chimners the insects rest until their wings grow. The insects do not est much, but puncture the bars of trees to obtain the say. The eggs, which are hid in a slit cut in the twig of a free, batch in about ely weeks, when the larve drop to the ground and begin their long life, feeding upon the juices of the roots of trees and plants.

The branches of the trees thus cut usually die, and the growth of the trees has cut usually die, and the crowth of the trees has cut usually die, and the crowth of the trees has cut usually die, and the crowth of the trees has cut usually supposed, but couldn't themselves to the fact gives rise to the impression that they do not appear at the proper intervals.

The bracel which is now maxing its appearance in this State was here in 1877, so that it is an time?

Ribonswood, N. J. May 28.—Seventeen-year gives the following facts concerning them: RIDGEWOOD, N. J. May 26 - Seventeen-year locusts have appeared in Hergen county. They are described as very large.

Martin J. Krogh Married. Martin J. heogh of New Rochelle was married resterday afternoon to Miss Katharine Temple Emmet daughter of kichard 8. Em-met at the residence of her parents in New Rockella. The paster of St. Gabriel's Chusch performed the ceremony. Only the polatives and near friends of the source were present